

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foundation Food Group, Inc.		11/09/2020	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	MidCap Business Credit LLC		
Street Address:	433 South Main Street		
Internal Address:	Attn: Steven A. Samson, President		
City:	West Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5933631	FOUNDATION FOOD GROUP	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	Donna Marie Davidson		
Address Line 2:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	187978-0016		
NAME OF SUBMITTER:	Donna Marie Davidson		
SIGNATURE:	/Donna Marie Davidson/		
DATE SIGNED:	11/10/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 9th day of November, 2020, by and between MidCap Business Credit LLC, a Texas limited liability company (“**Lender**”), and Foundation Food Group, In c., a Georgia corporation (“**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement between, among others, Lender and Grantor, dated as of September 18th, 2020 (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Lender, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);

All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);

Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Credit Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement shall automatically terminate upon the payment in full of the Obligations (other than any indemnity obligations that expressly survive termination of the Loan Agreement for which no claim has been asserted) and the termination of Lender’s commitment to make Loans, and Lender shall, at Grantor’s expense, deliver such releases as may be reasonably requested by Grantor to reflect the foregoing.

This Intellectual Property Security Agreement can be waived, modified or amended only explicitly in a writing signed by Lender and Grantor. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender’s rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender’s option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantor under this Intellectual Property Security Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Copyrights, Patents, Trademarks and Master Works at all or in any particular manner or order, or to apply any cash proceeds of Copyrights, Patents, Trademarks and Master Works in any particular order of application. This Intellectual Property Security Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered

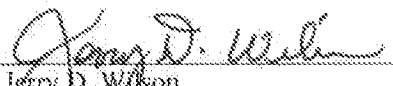
to Lender, and Grantor waives notice of Lender's acceptance hereof. Lender may execute this Intellectual Property Security Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Intellectual Property Security Agreement shall not affect or impair the validity or effectiveness of this Intellectual Property Security Agreement. A carbon, photographic or other reproduction of this Intellectual Property Security Agreement or of any financing statement signed by Grantor shall have the same force and effect as the original for all purposes of a financing statement. This Intellectual Property Security Agreement shall be governed by the law of the State of New York without regard to conflicts of law provisions, but including giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law. If any provision or application of this Intellectual Property Security Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Intellectual Property Security Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Intellectual Property Security Agreement shall survive the execution, delivery and performance of this Intellectual Property Security Agreement and the creation and payment of the Obligations. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile transmission or by any other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FOUNDATION FOOD GROUP, INC.

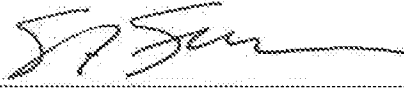
By: 
Name: Jerry D. Wilson
Title: CEO & President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007101 FRAME: 0674

LENDER:

MIDCAP BUSINESS CREDIT LLC

By: 
Name: Steven A. Samson
Title: President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007101 FRAME: 0675

EXHIBIT A

Copyrights

Title	Document Number	Date	Owner
NONE			

EXHIBIT B

Patents

Title	Application Number	Application Date	Patent/Publication Number	Publication Date	Assignee - Current US
NONE					

EXHIBIT C

Trademarks

Mark	Registration No.	Filing Date	Registration Date
Foundation Food Group	5,933,631	10/17/2018	12/10/2019

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		